



PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is made as of this 19th day of April, 1994 by and between LWG Co., Inc., an Ohio corporation ("Seller") and Omni Industrial Properties, Inc., an Ohio corporation ("Purchaser"), WITNESSETH:

WHEREAS, Seller is the owner of property located at 9461 LeSaint Drive, Fairfield, OH 45014, and being known as Lot 9744, City of Fairfield, Butler County, Ohio (the "Property"); and

WHEREAS, Seller desires to sell the Property to Purchaser and Purchaser desires to purchase the Property from Seller.

NOW, THEREFORE, it is agreed between parties as follows:

1. Sale and Purchase of Property. Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the Property for the purchase price and on the terms and conditions set forth herein.

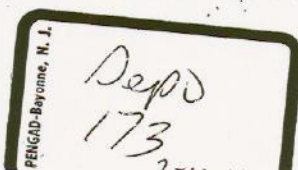
2. Purchase Price. The purchase price for the Property is \$631,500.00, to be paid in the manner set forth in paragraph 3.

3. Payment of Purchase Price. The Property is subject to a first mortgage lien to First National Bank of Warren County, Ohio with a balance due of approximately \$631,500.00, with the next payment due May 1, 1994. Purchaser agrees to assume and pay the mortgage indebtedness as due and to hold Seller harmless from all payments and obligations thereunder.

4. Title to Property. Seller represents and warrants to Purchaser that it is the owner of and has good and marketable title to the Property free and clear of all encumbrances except the mortgage referenced in paragraph 3 and all easements, conditions and restrictions of record and agrees to convey title by general warranty deed prior to May 1, 1994.

5. Assignment of Leases. Seller hereby agrees to assign to Purchaser all of Seller's interest as owner of the Property in leases to Fienblanking Limited and Strong Manufacturing.

6. Lease to Seller. Purchaser agrees to lease that part of the Property now occupied by Seller to Seller on the terms and conditions of a Lease Agreement to be executed between





LOAN AGREEMENT

This agreement entered into this 22nd day of April, 1994, by and between 1st National Bank, hereinafter referred to as Bank, LWG Co., Inc., Maurice Green and Daniel Green, hereinafter referred to as Borrowers, and Omni Industrial Properties, Inc., hereinafter referred to as Omni;

WHEREAS, Borrowers on September 6, 1991 executed a promissory note in the original amount of \$640,000.00, which as of this date has a principal balance of \$631,474.54, and

WHEREAS, Borrowers executed and delivered to Bank a mortgage on the real estate located at 9461 LeSaint Drive, Fairfield, OH 45014, and

WHEREAS, Borrowers desire to sell said property to Omni subject to the indebtedness to Bank,

IT IS MUTUALLY AGREED as follows:

A. Bank shall permit the transfer of said real estate subject to the terms and conditions set forth below.

1. Omni shall execute and deliver to Bank an assignment of the rents collected from the tenants of the mortgaged real estate.

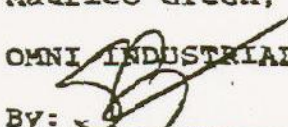
2. Omni shall open a savings account and deposit the rents collected from the tenants of the subject real estate and execute an automatic payment agreement permitting the automatic payment of the Borrowers' note on the above-referenced loan.


3. Omni shall supply to Bank by January 1 of each year a Financial Statement and Corporate tax return.

B. The terms and conditions of the original note and repayment agreement dated July 1, 1993 shall remain in full force and effect with Borrowers to remain liable for payment of same.

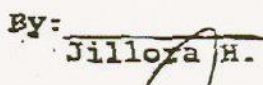
  
Daniel Green, Individually

  
Maurice Green, Individually

  
OMNI INDUSTRIAL PROPERTIES, INC.

By:   
Samuel Green, President

1ST NATIONAL BANK

By:   
Jilora H. Cesta, President

LWG Co., Inc.

By:   
Daniel Green, President

By:   
Maurice Green, Secretary/  
Treasurer